



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MIGUEL DEJESUS,

Plaintiff,

-against-

2078 ARTHUR LLC, et al.

Defendants.

1:20-CV-2030 (BCM)

ORDER

BARBARA MOSES, United States Magistrate Judge.

The Court is in receipt of the parties' letter-motion for approval of their proposed settlement agreement pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015). (Dkt. No. 47.) After submitting their settlement agreement, the parties consented to the jurisdiction of the assigned magistrate judge to conduct all further proceedings pursuant to 28 U.S.C. § 636(c). (Dkt. No. 49.)

In their letter-motion, the parties reference the retainer agreement between plaintiff's counsel and plaintiff in which plaintiff apparently agreed that his counsel "would receive the greater of either: (1) a contingency of 40% of the gross recovery amount, including statutory attorney's fees, in this case \$31,358.32, after first deducting costs and expenses from the gross recovery amount, in this case \$1,604.20; or, (2) statutory attorneys' fees only." (Dkt. No. 47, at 8.) The retainer agreement is not attached to the letter-motion.

It is my practice to require parties to submit a copy of plaintiff's counsel's contingency fee agreement to the extent necessary to support any award of attorneys' fees. No later than **June 22, 2021**, plaintiff's counsel shall file on the public docket a copy of the retainer agreement referenced in the parties' letter-motion.

Dated: New York, New York
June 15, 2021

SO ORDERED.

A handwritten signature in blue ink, appearing to read "Barbara Moses".

BARBARA MOSES
United States Magistrate Judge